

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA**

1. JERRY CARTER, )  
2. CLAUDIA CONNER, )  
Plaintiffs, )  
v. ) Case No. CIV-14-1115-M  
1. ACA INSURANCE COMPANY )  
D/B/A AAA FIRE & CASUALTY )  
INSURANCE COMPANY, A Foreign )  
For Profit Insurance Corporation, )  
Defendant. )

**COMPLAINT**

**A. Parties**

1. Plaintiffs, Jerry Carter and Claudia Conner, are each citizens of the State of Oklahoma.
2. Defendant, ACA Insurance Company d/b/a AAA Fire & Casualty Insurance Company, is a foreign for profit insurance corporation incorporated and organized under the laws of the state of Indiana.
3. The principal place of business for Defendant, ACA Insurance Company d/b/a AAA Fire & Casualty Insurance Company, is within the state of California.
4. The Defendant, ACA Insurance Company d/b/a AAA Fire & Casualty Insurance Company, is licensed to conduct business in the state of

Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

**B. Jurisdiction**

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

**C. Facts**

7. At all times material hereto the Plaintiffs, Jerry Carter and Claudia Conner, owned a home located at 910 NW 18<sup>th</sup> Street in Oklahoma City, Oklahoma.

8. On or about February 3, 2014, Plaintiffs' home was damaged as the result of ice damming and affiliated water.

9. At all times material hereto, the Plaintiffs, Jerry Carter and Claudia Conner, were insured under the terms and conditions of a homeowner insurance policy, policy number H05-003447668, issued by the Defendant, ACA Insurance Company d/b/a AAA Fire & Casualty Insurance Company.

10. At all times material hereto, Plaintiffs, Jerry Carter and Claudia Conner, complied with the terms and conditions of their insurance policy.

11. The Plaintiffs' ice and water damage are covered perils not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant.

**D. Count I Breach of Contract**

12. Plaintiffs, Jerry Carter and Claudia Conner, hereby assert, allege and incorporate paragraphs 1-11 herein.

13. The property insurance policy No. H05-003447668, issued by the Defendant, ACA Insurance Company d/b/a AAA Fire & Casualty Insurance Company was in effect on February 3, 2014.

14. On or about February 3, 2014, Plaintiffs, Jerry Carter and Claudia Conner, sustained damage from ice damming and affiliated water damage to their home located at 910 NW 18<sup>th</sup> Street in Oklahoma City, Oklahoma.

15. The acts and omissions of the Defendant, ACA Insurance Company d/b/a AAA Fire & Casualty Insurance Company, in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

16. Defendant's breach of contract includes, but is not limited to, the failure to pay for the damage to the flooring in the Plaintiffs' home and damage to the back porch from falling ice. Flooring in the Plaintiffs' home was damaged as a result of water intrusion. The Plaintiffs also suffered damages to the exterior of their home from ice damming. Defendant breached its contract with Plaintiffs by failing to pay for covered damages to the flooring in the Plaintiffs' home and by attempting to charge multiple deductibles for the same loss.

**E. Count II Bad Faith**

17. Plaintiffs, Jerry Carter and Claudia Conner, hereby assert, allege and incorporate paragraphs 1-16 herein.

18. The above mentioned acts and omissions of the Defendant, ACA Insurance Company d/b/a AAA Fire & Casualty Insurance Company, in the investigation, evaluation, and payment of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

19. AAA Fire & Casualty Insurance Company's unreasonable and bad faith conduct included the Defendant's failure to pay for the damage to the flooring in the Plaintiffs' home and damage to the Plaintiffs' back porch from falling ice. Defendant unreasonably and in bad faith attempted to treat this loss as two separate losses subject to multiple deductibles.

20. Defendant acted unreasonably in the investigation and evaluation of Plaintiffs' claim by failing to consider evidence, including photographs, submitted by Plaintiffs which supported coverage for their loss.

21. Defendant acted with hostility towards the Plaintiffs and unreasonably refused to cooperate with Plaintiffs in the investigation, evaluation, and payment of the claim.

**F. Count III Punitive Damages**

22. The unreasonable conduct of the Defendant, ACA Insurance Company d/b/a AAA Fire & Casualty Insurance Company, in the handling of Plaintiffs' claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

**G. Demand for Jury Trial**

23. The Plaintiffs, Jerry Carter and Claudia Conner, hereby request that the matters set forth herein be determined by a jury of their peers.

**H. Prayer**

24. Having properly plead, Plaintiffs, Jerry Carter and Claudia Conner, hereby seek contractual, bad faith and punitive damages against the Defendant, ACA Insurance Company d/b/a AAA Fire & Casualty Insurance Company, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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